

RENAISSANCE REGENERATION LIMITED STANDARD TERMS AND CONDITIONS OF ENGAGEMENT

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TERMS AND CONDITIONS

I DEFINITIONS

I.1 The following definitions shall apply throughout this Agreement:

“Site”	The property, site or location specified and/or delineated in the Order, Agreement or Description of Services.
“Order”	The request for Services sent to Renaissance Regeneration Limited by the Client.
“Client”	Person or company that requested a product or Services from Renaissance Regeneration Limited or the person or company for whom such products or Services were requested.
“Services”	Reports or other environmental reports, services, information, assessments and advice as ordered by the Client or otherwise supplied by Renaissance Regeneration Limited to the Client.
“Reports”	Any Liability Screening Report produced by RENAISSANCE.
"RENAISSANCE"	Renaissance Regeneration Limited.
“Adjudicator”	A person appointed under Condition 5 of this Agreement to study and give his decision on any dispute notified by either party during the progress of the Services.
“Agreement”	The Agreement comprises RENAISSANCE’s Proposal and the Memorandum of Agreement (if a Memorandum of Agreement is signed by RENAISSANCE and the Client) and these Conditions.
“Description of Services”	A description of the requirements for the relevant Services to be performed by RENAISSANCE in RENAISSANCE’s Proposal or the Memorandum of Agreement covering the Services.
“Insolvency”	Either party becoming bankrupt, going into liquidation (either voluntary or compulsory unless as part of a bona fide scheme of reconstruction or amalgamation), being dissolved, compounding with its creditors or having a receiver or administrative receiver appointed of the whole or any part of its assets.
“Insolvent”	Insolvency.
“Mediator”	An independent person appointed under Condition 5 to conduct a non-binding procedure towards resolving a difference.
“Notice”	A notice given in accordance with Condition 8.

“Other Consultants”	Consultants and specialist advisers, other than RENAISSANCE, appointed or to be appointed by the Client or by RENAISSANCE on the Client’s behalf to perform professional services in relation to the Services.
“Proposal”	RENAISSANCE’s proposal document, letter or e-mail to the Client presenting the Description of Services to be provided, the cost of those services and/or the fee rates.
“Contractor”	A person or firm appointed by the Client or by RENAISSANCE on the Client’s behalf to execute work required in furtherance of the Services and to co-ordinate and supervise such execution.
“Conditions”	The ‘RENAISSANCE REGENERATION LIMITED STANDARD TERMS AND CONDITIONS OF ENGAGEMENT’

1.2 Headings are explanatory and do not form part of the Conditions.

OBLIGATIONS OF RENAISSANCE

2.1 Ordering

Subject to the receipt of a valid Order, RENAISSANCE agrees to supply to the Client the Services subject to these conditions and the Client agrees that by placing an Order for the Services it accepts these conditions.

2.2 Skill and Care

RENAISSANCE shall exercise reasonable skill, care and diligence in the performance of the Services.

2.3 Data supply

Information and data supplied in Reports is derived from Landmark who in turn derives data from publicly available records and other third party sources.

2.4 Data limitations

RENAISSANCE does not claim that the sources of information and data supplied in Reports represent an exhaustive or comprehensive list of all sources of data that might be consulted.

2.5 RENAISSANCE does not guarantee that all past or current uses or features of the Site will be identified in the Reports.

2.6 Professional Opinion

Where the scope of the Services includes Reports, a site or environmental assessment, audit, review or investigation which includes the interpretation, interpolation or extrapolation of data from discrete sampling locations and/or discrete times, including (but not limited to) historic maps and other time specific data, the Client accepts and agrees that these data may not represent actual conditions between these locations or between these times and that RENAISSANCE's conclusions and recommendations based on such data are statements of professional opinion and not statements of fact. Whilst RENAISSANCE will carry out such Services and provide its conclusions and recommendations with reasonable skill, care and diligence, it accepts no liability if the actual conditions between the locations and times is different to RENAISSANCE's conclusions or recommendations.

2.7 Other Consultants

RENAISSANCE shall if so requested advise the Client on the need for and the selection and appointment of Other Consultants to perform services in respect of the Services.

RENAISSANCE shall co-operate with any Other Consultants and if so requested by the Client shall co-ordinate and integrate the results of their services with the Services performed under this Agreement. RENAISSANCE will not be responsible for the services performed by any Other Consultant or liable for defects in or omissions from them.

2.8 Specialist Sub-Consultants

RENAISSANCE may recommend to the Client that it sub-lets to a specialist sub-consultant the performance of any of the Services.

The Client shall not unreasonably withhold consent to such recommendation and RENAISSANCE shall integrate such sub-consultant's services with its own.

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OBLIGATIONS OF THE CLIENT

3.1 Ordering

The Client agrees to request Services by placing a valid Order and that by so doing it shall be subject to these conditions

3.2 Reliance by third parties

RENAISSANCE will undertake the Services for the Client and those parties provided for in condition 7.3 exclusively to provide information and advice to aid their decisions and/or actions relating to the Site. RENAISSANCE accepts no responsibility or liability for these decisions and/or actions, other than arises directly from a breach of RENAISSANCE's obligations specifically stated in these Conditions, the Order, Agreement or Description of Services. The Services should not be relied upon by any other third party. RENAISSANCE does not accept responsibility or liability for any other third party for any loss caused as a result of reliance upon the Services. Any other third party relying on the Services does so entirely at its own risk. Recipients of the Services are to rely on their own skill and judgement in determining the suitability of the Services for their own purposes and use.

3.3 Inspection of reports

The Client shall on receipt of the Services make a reasonable inspection to satisfy itself that there are no apparent defects or failures with respect to the description and location of the Site.

3.4 Information needed by RENAISSANCE

The Client shall supply to RENAISSANCE, without charge and in such time so as not to delay or disrupt the performance by RENAISSANCE of the Services, all necessary and relevant data and information in the possession of the Client, his agents, servants, Other Consultants or Contractors.

3.5 Assistance

The Client shall give, and shall procure that his agents, servants, Other Consultants and Contractors give, such assistance as shall reasonably be required by RENAISSANCE in the performance of the Services.

3.6 Decisions

The Client shall ensure that his decisions, instructions, consents or approvals on or to all matters properly referred to him shall be given in such reasonable time so as not to delay or disrupt the performance of the Services by RENAISSANCE.

3.7 Assignment

The Client shall not assign or transfer any benefit or obligation under this Agreement.

3.8 Contractors

The Client shall appoint Contractors to execute and/or to manage such work not being part of the Services as may be required in furtherance of the Services. The Client shall require that the Contractors execute such work in accordance with the terms of the relevant contracts.

Neither the provision of site staff nor periodic visits by the Project Manager or his staff to the site of any work being executed by Contractors in furtherance of the Services will in any way affect the responsibilities of the Contractors for executing such work in compliance with the relevant contract documents and any instructions issued by RENAISSANCE.

RENAISSANCE shall not be responsible for any act or omission of Contractors except where this responsibility is specifically included in the Description of Services.

3.9 Choice of services

It is the responsibility of the Client to decide on the type and extent of the Services that may be necessary and RENAISSANCE accepts no responsibility or liability for the provision of inappropriate Services, except where RENAISSANCE is asked to specify or choose the Services by the Client on the Order or Description of Services.

3.10 Buried Services and Structures

Without affecting the generality of condition 3.1, where excavating, boring, probing or the like below existing ground level is required as part of the Services, the Client shall provide in a timely fashion drawings or plans showing accurate and complete locations of all underground services, structures or artificial obstructions to RENAISSANCE and/or the specialist sub-consultant who, in performing such Services as set out in this condition, shall take reasonable precautions to avoid damage or injury to such underground services, structures or artificial obstructions as shown in such drawings or plans. Without prejudice to condition 6.10, RENAISSANCE and/or the specialist sub-consultant will not be responsible for any damage to underground services, structures or obstructions or for any damage, claims, expenses or loss arising as a result of such excavating, boring, proving or the like below existing ground level, unless their locations on site are accurately shown on drawings or plans furnished to RENAISSANCE and/or the specialist sub-consultant in good time prior to the commencement of such Services, (for the avoidance of doubt, RENAISSANCE shall without delay pass to the specialist sub-contractor any such plans with which it is furnished by the Client)

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TERMINATION OF APPOINTMENT

4.1 Duration of Appointment

Notwithstanding the date stated in RENAISSANCE's Proposal or Memorandum of Agreement, the effective date of the appointment of RENAISSANCE shall be the date of the Order, Client's written or verbal instruction to proceed with the Services, the date upon which any Memorandum of Agreement was executed by the parties or the date when RENAISSANCE shall have first commenced performance of the Services, whichever is the earlier.

Unless suspended or terminated in accordance with this Agreement, the appointment of RENAISSANCE shall be completed when RENAISSANCE has performed the Services required under this Agreement.

4.2 Termination by the Client

The Client may terminate the appointment of RENAISSANCE at any time by not less than four weeks notice in respect of all or any part of the Services, or before RENAISSANCE has ordered or otherwise committed to pay for services, data or other products from any third party.

4.3 Postponement by the Client

The Client may at any time by not less than four weeks notice require RENAISSANCE to postpone the performance of all or any part of the Services or before RENAISSANCE has ordered or otherwise committed to pay for services, data or other products from any third party.

On notice of postponement of all or any part of the Services RENAISSANCE shall cease such postponed Services in an orderly and economical manner compatible with a possible order to restart.

If the postponement of the performance of all or any part of the Services exceeds three months in aggregate RENAISSANCE may by Notice treat the Services or that part of the Services as having been abandoned and the appointment of RENAISSANCE in respect of all or any part of the Services affected shall be automatically terminated and treated as if the Client had terminated the Agreement in accordance with condition 4.2.

4.4 Termination by the Client following Breach of this Agreement by RENAISSANCE.

In the event of a material breach of this Agreement by RENAISSANCE the Client may give four weeks notice of his intention to terminate the appointment of RENAISSANCE setting out the acts or omissions of RENAISSANCE relied upon as evidence of such breach. If the breach is remediable and RENAISSANCE does not take expeditious steps to repair the breach during the notice period the Client may forthwith on the expiry of the notice period terminate the appointment of RENAISSANCE by a further Notice.

4.5 Suspension or Termination by RENAISSANCE

Upon the occurrence of any circumstance beyond the reasonable control of RENAISSANCE which is such as to prevent or significantly impede the performance by RENAISSANCE of the Services under this Agreement, RENAISSANCE may suspend for a period of up to twenty-six weeks the performance of the Services under this Agreement or if it is still prevented from performing such Services for

reasons beyond its reasonable control terminate its appointment forthwith by a further Notice in respect of all or any part of the Services affected.

4.6 Termination by RENAISSANCE following Breach of this Agreement by the Client.

In the event of a material breach of this Agreement by the Client (including but not limited to any failure by the Client to pay any invoices when due in accordance with condition 9) RENAISSANCE may give two weeks notice of its intention to terminate this Agreement setting out the acts or omissions of the Client relied upon as evidence of such breach. If the breach is remediable and the Client does not, to the reasonable satisfaction of RENAISSANCE, take expeditious steps to repair the breach during the notice period RENAISSANCE may forthwith on the expiry of the notice period immediately terminate this Agreement by a further Notice.

4.7 Insolvency

Either party may by Notice immediately suspended or terminate this Agreement in the event of Insolvency of the other party, or there is reasonable suspicion that either party will become Insolvent.

4.8 Accrued Rights

Termination of the RENAISSANCE's appointment under this Agreement shall not prejudice or affect the accrued rights or claims of either party to this Agreement.

4.9 No effect

Termination of this Agreement shall not affect those provisions which expressly or impliedly survive termination.

5 DISPUTE RESOLUTION

This condition shall not apply to the contesting of any invoice nor to the termination of this Agreement under conditions 4.4 or 4.5 nor to any difference or dispute arising out of or in connection with such contested invoice or such termination.

The relationship between the parties to this Agreement is that of client and professional adviser in which both parties recognise that the Services are most likely to be successfully achieved if the Client and RENAISSANCE co-operate fully. Every effort shall be made by both parties to resolve any difference arising between them during the duration of this Agreement but if such differences are not resolved the parties shall seek the assistance of a Mediator to attempt to resolve such differences as quickly and amicably as possible.

The parties shall not resort to adjudication or arbitration in accordance with this condition unless informal attempts to reach a settlement by way of mediation under this condition have been unsuccessful.

If no settlement has been reached within six weeks of the first appointment of or attempt to appoint a Mediator the mediation shall be deemed to have been unsuccessful and the parties shall then seek resolution of the dispute by adjudication. The decision of the Adjudicator shall in the absence of manifest error be final and binding on both parties.

LIABILITY AND INSURANCE

- 6.1 As the data and information which RENAISSANCE interprets in Reports is provided to RENAISSANCE by Landmark and to Landmark by third parties, RENAISSANCE cannot control the accuracy or completeness of such data and information, nor is it within the scope of the Services to verify the data or information. RENAISSANCE will only be liable to the Client in respect of Services:
- (a) For the loss or damage caused by the negligence of RENAISSANCE in its mapping of the Client's plans of the Site onto the Landmark system. Where no plan is supplied to RENAISSANCE by the Client, RENAISSANCE will endeavour with reasonable care and diligence to identify the extent or boundaries of the site, but RENAISSANCE accepts no responsibility or liability where the site extent or boundary is wrongfully identified under such circumstances.
 - (b) For the interpretation by RENAISSANCE of the data and information provided to RENAISSANCE by Landmark, the Client or other third parties.
- 6.2 RENAISSANCE shall not be liable to any recipient of the Services for loss of profits, loss of contracts or any other indirect or consequential loss resulting from any act or default by RENAISSANCE in provision of the Services to the fullest extent permitted by law. Time shall not be of the essence with respect to the provision of the Services except where it has agreed a deadline with the Client.
- 6.3 Where RENAISSANCE procures for the Client, otherwise than as part of the Services, any third party services including (but not limited to) environmental reports, professional opinions, risk assessments, risk models or any other services, RENAISSANCE accepts no liability for the information contained therein.
- 6.4 Notwithstanding anything to the contrary contained elsewhere in this Agreement, the total liability of RENAISSANCE under or in connection with this Agreement, whether in contract or in tort, in negligence or for breach of statutory duty or otherwise for any claim shall be limited to the lesser amount of:
- (i) the amount stated in any Proposal or Memorandum of Agreement (if such exists) as the limit of RENAISSANCE's total liability; and
 - (ii) the amount recoverable by RENAISSANCE in respect of such claims under the professional indemnity insurance policy taken out by RENAISSANCE under condition 6.6 of these Conditions; and
 - (iii) such sum as RENAISSANCE ought reasonably to pay having regard to its responsibility for the total loss or damage suffered, on the basis that all Other Consultants and all other parties providing design management or financial services (or labour or materials or plant or equipment for incorporation in works) related to the task or executing such works or any part thereof shall be deemed to have provided contractual undertakings on terms no less onerous than that set out in condition 2.1 hereof to the Client (whether or not they shall have been so provided to the Client) in respect of the provision of their services or labour or materials or plant or equipment in respect of executing such works or any part thereof and shall be deemed to have paid to the Client such contribution which it would be just and equitable for them to pay having regard to the extent of their responsibility for any loss or damage.

6.5 No action or proceedings under or in respect of the Services whether in contract or in tort, in negligence or for breach of statutory duty or otherwise shall be commenced against RENAISSANCE after the expiry of the period of liability stated in the Agreement or where no period of liability is stated in the Agreement or no Agreement exists a period of six years from the completion of the Services or such earlier date as may be prescribed by law.

6.6 Professional Indemnity Insurance

RENAISSANCE shall maintain professional indemnity insurance in an amount not less than £2,000,000 in respect of the Liability Screening Reports with additional professional indemnity insurance of £10,000,000 maintained on the environmental data products supplied to RENAISSANCE by Landmark Information Group, or that stated in the Description of Services, Agreement or otherwise communicated and agreed with the Client and for a minimum of six years, provided always that such insurance is available at commercially reasonable rates. RENAISSANCE shall immediately inform the Client if such insurance ceases to be available on the terms required by this condition at commercially reasonable rates in order that the Client and RENAISSANCE can discuss means of best protecting the respective positions of the Client and RENAISSANCE in the absence of such insurance.

6.7 Public Liability Insurance

RENAISSANCE shall maintain public liability insurance cover from the effective date of this Agreement until the completion of the Services in the sum stated in the Proposal, or Memorandum of Agreement. Where no sum is stated in the Proposal or Memorandum of Agreement the sum shall be £1,000,000. RENAISSANCE shall maintain such insurance provided always that such insurance is available at commercially reasonable rates.

6.8 Insurance Documentation

As and when reasonably requested to do so by the Client, RENAISSANCE shall produce for inspection brokers' certificates to show that the insurance cover required under conditions 6.6 and 6.7 is being maintained.

6.9 Personal Liability

The Client agrees that it will not bring any claim personally against any director, employee or consultant of RENAISSANCE in respect of any loss or damage suffered by the Client arising out of this Agreement. No personal liability whatsoever whether in contract or tort or otherwise is accepted by individual directors or employees of RENAISSANCE in relation to acts, omissions or defaults arising out of this Agreement.

6.10 Contracts (Rights of Third Parties Act) 1999

Notwithstanding any other provisions of this Agreement nothing in this Agreement confers or purports to confer any right to enforce any of the terms on any person who is not party to the Agreement.

6.11 Opinions of Cost

If so designated as part of the Services, RENAISSANCE shall use reasonable endeavours to provide a realistic estimate of the construction costs and/or the costs of remedying environmental damage, such estimate being intended primarily to provide information on the order of magnitude or scale of such costs. The Client agrees and acknowledges that such estimate is not a binding quotation, that no

reliance can be placed on such estimate and that the actual cost of such work will depend upon a number of factors including but not limited to regional economics, local construction practices, labour costs, the availability of raw materials, site and weather conditions, unforeseeable ground conditions, the terms on which contractors and consultants are employed and many other factors beyond the control of RENAISSANCE. In no event will RENAISSANCE be liable for any loss suffered by or claim made by the Client if the actual costs of construction or remedying environmental damage exceeds RENAISSANCE's estimate.

6.12 Claims

In the event that the Client makes a claim against RENAISSANCE at law or otherwise for any alleged error, omission or other act arising out of the Services and to the extent that the Client fails to prove such claim the Client shall indemnify RENAISSANCE and keep it indemnified against all losses, costs and expenses incurred by RENAISSANCE including without limitation all RENAISSANCE's staff costs and all solicitor's and any other professional fees incurred by RENAISSANCE in defending itself against the claim.

6.13 Warranties

Except as expressly set out in the Agreement, RENAISSANCE expressly disclaims and excludes any and all other liabilities (whether in contract, tort or otherwise), representations and warranties, express or implied and in any event shall not be liable for any claims or liability in contract, tort or otherwise for loss of profits, goodwill, data or any type of special, indirect or consequential loss (including loss or damage suffered by the Client as a result of an action brought by a third party) even if such loss was reasonably foreseeable or RENAISSANCE had been advised of the possibility of the Client incurring the same.

6.14 No liability for Force Majeure

RENAISSANCE shall not be liable for any delays in performing or failure to perform the Services to the extent that such delays or failures result from causes beyond RENAISSANCE's reasonable control including but not limited to any act of God or public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other similar event, disruption or outage of communications, power or other utility, national labor problems or strikes, which the affected party could not have reasonably prevented, and any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented through the use of reasonable care or which was not reasonably foreseeable by the affected party.

7 OWNERSHIP AND RELIANCE OF DOCUMENTS AND COPYRIGHT

7.1 Copyright

The copyright in all drawings, Reports, specifications, bills of quantities, calculations and other documents and information (hereinafter termed 'intellectual property') prepared by or on behalf of RENAISSANCE in connection with the Services for delivery to the Client shall remain vested in RENAISSANCE. When so agreed by RENAISSANCE and recorded in writing prior to the delivery of such intellectual property and subject to RENAISSANCE having received payment of all fees and disbursements properly due under this Agreement, the Client shall have a licence to copy and use such intellectual property for purposes directly related to the Services. Such licence shall enable the Client to copy and use the intellectual property but solely for his own purposes and such use shall not include any licence to reproduce any conceptual designs or professional opinions contained therein. Save as above, the Client shall not make copies of such intellectual property nor shall he use the same in connection with any other works or for any other purpose nor pass them to any third party without the prior written approval of RENAISSANCE and upon such terms as may be agreed by RENAISSANCE.

RENAISSANCE shall not be liable for the use by any person of any drawings, reports, specifications or other documents or information for any purpose other than that for which the same were prepared by or on behalf of RENAISSANCE.

7.2 Publication by RENAISSANCE

RENAISSANCE shall not, without the written consent of the Client, publish alone or in conjunction with any other person any articles, photographs, drawings or maps relating to the Services.

RENAISSANCE shall not disclose to any person any information provided by the Client as private and confidential unless so authorised by the Client.

7.3 Reliance of Reports

The Client may without further charge make Reports available to the following parties. These parties may rely on the content, conclusions and recommendations of such reports:

- (a) any person for whom the Client acts in a professional manner or commercial capacity in relation to the Site, or
- (b) any person who provides funding to the Client or the Client's client in relation to the Site, or
- (c) Any person acting in a professional manner or commercial capacity for the Client in relation to the Site,

providing always that they agree to the terms and conditions set out in these conditions, the Order, Description of Services or Agreement.

7.4 The Services are to be used solely for the benefit of the Client and such persons as set out in condition 7.3 and RENAISSANCE exclude all liability to all other persons unless RENAISSANCE has expressly agreed in writing to a third party taking the benefit of Report(s) and has been paid reasonable fees for so doing.

8 NOTICES

Any Notice to be given by the Client under this Agreement shall be deemed to be duly given if it is in writing and delivered by hand at or sent by registered post to RENAISSANCE the address of RENAISSANCE as shown on RENAISSANCE's Proposal or Memorandum of Agreement. Any notice to be given by RENAISSANCE shall be deemed to be duly given if it is in writing and delivered by hand at or sent by registered post to the Client at the address of the Client as shown on the Memorandum of Agreement. These Notices shall if sent by registered post be deemed to have been received forty eight hours after being posted.

9 PAYMENTS

9.1 Payment for Services and Disbursements

The Client shall pay fees to RENAISSANCE for the performance of the Services monthly in arrears against submission of a RENAISSANCE invoice unless otherwise stated in the Agreement or Description of Services.

The Client placing an Order with RENAISSANCE remains responsible for payment of RENAISSANCE's invoices. The terms associated with any invoice prevail even if the Client is unable or disinclined to collect the relevant fees from their customer in respect of the Services supplied. RENAISSANCE's immediate Client must agree to fund the Services invoiced by settling the invoice until such time as they have been refunded by their customer.

9.2 Variation or Disruption of RENAISSANCE's Work

If RENAISSANCE has to carry out additional work and/or suffers disruption in the performance of the Services because the Description of Services is or are varied by the Client, or because of any delay by the Client in fulfilling his obligations under condition 3.4, 3.5 or 3.6 or in taking any other step necessary for the execution of the Services, or because RENAISSANCE is delayed by others (or by events which were not reasonably foreseeable), or for other reasons beyond the reasonable control of RENAISSANCE, the Client shall make an additional payment to RENAISSANCE in respect of the additional work carried out and additional resources employed (unless and to the extent that the additional work has been occasioned by the failure of RENAISSANCE to exercise reasonable skill, care and diligence) and/or the disruption suffered, calculated (unless otherwise agreed) on the basis of time based fees as set out in RENAISSANCE's Proposal or the Memorandum of Agreement.

RENAISSANCE shall advise the Client when it becomes aware that any such additional work beyond the Services will be required and shall if so requested by the Client give an initial estimate of the additional payment likely to be incurred. Where the Client requires that payment for such additional work is to be in the form of lump sums, these lump sums should be agreed by the parties prior to the additional work being commenced.

For the avoidance of doubt it is hereby agreed that if RENAISSANCE carries out any work which subsequently becomes nugatory the Client is still obliged (unless RENAISSANCE agrees otherwise) to pay RENAISSANCE on the basis of standard Report costs or time based fees as set out in RENAISSANCE's Agreement, Order, Description of Services or otherwise published.

9.3 Effect of Determination or Postponement

In the event of any termination by the Client in accordance with condition 4.2 or any postponement by the Client in accordance with condition 4.3 or any suspension by RENAISSANCE in accordance with condition 4.5 or any determination by RENAISSANCE in accordance with condition 4.3 or 4.5 or 4.6, the Client shall pay RENAISSANCE all fees incurred to date of termination, suspension or postponement and any outstanding disbursements, all charges and expenses incurred or committed on behalf of the Client together with a sum for loss and costs of disruption (calculated on the basis of the loss to RENAISSANCE and costs to which RENAISSANCE is committed in respect of planned future work on the Services).

In the event of any determination by the Client in accordance with condition 4.4 and 4.6 the Client shall pay RENAISSANCE a fair and reasonable amount on account of the fees due under condition 9.1 commensurate with the Services performed to the date of determination and any outstanding disbursements.

9.4 VAT

All sums due under this Agreement are exclusive of Value Added Tax, the amount of which shall be paid by the Client to RENAISSANCE at the rate and in the manner prescribed by law.

9.5 Contested Invoices

If any part of any invoice submitted by RENAISSANCE is contested, payment shall be made in full of all that is not contested.

9.6 Time for Payment

All amounts due to RENAISSANCE in accordance with this Agreement shall be paid within 30 days of the date of RENAISSANCE's invoice. Interest shall be added to all amounts remaining unpaid thereafter (including any amounts of any contested invoices remaining unpaid under condition 9.5 to the extent that they or it shall subsequently be agreed or determined to have been due to RENAISSANCE) at the rate identified in RENAISSANCE's Agreement, Order, Description of Services or otherwise advised to or agreed with the Client. Where no rate is agreed elsewhere the prevailing rate will be 8% p.a.

9.7 Credit Checks

Where a credit check by RENAISSANCE using a reputable credit checking agency, such as Equifax or similar, indicates that the Client has a recommended credit limit of less than the contract value, RENAISSANCE will be entitled to delay commencement of work or continuation of work under the Contract and require payment in advance, parent company guarantees, or other sureties acceptable to RENAISSANCE.

9.8 RENAISSANCE shall not be obliged to invoice any party other than the Client for the provision of Services, but where RENAISSANCE does so invoice any third party at the request of the Client and such invoice is not accepted or remains unpaid, RENAISSANCE shall have the option at any time to cancel such invoice and invoice the Client directly for such services. Where the Client's order comprises a number of Services or separate elements within any one or more Services, any failure by RENAISSANCE to provide an element or elements of the Services shall not prejudice RENAISSANCE'S ability to require payment in respect of the other Services delivered to the Client.

10 GENERAL

- 10.1 In the event of any inconsistency between any of the documentation which makes up this Agreement, the Agreement shall be interpreted in the following descending order of priority:
- (a) Memorandum of Agreement;** (b) Proposal; (c) Terms and Conditions; (d) Order; (e) Description of Services.
- 10.2 This Agreement shall be personal to the Client and incapable of assignment in whole or in part and RENAISSANCE may immediately terminate this Agreement upon any purported assignment by the other.
- 10.3 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 10.4 Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.
- 10.5 No amendments to this Agreement will be valid or effective unless in writing and signed by both parties.
- 10.6 If any term or condition of this Agreement or the application thereof shall be illegal, invalid or unenforceable, all other provisions shall continue in full force and effect as if the illegal, invalid or unenforceable provision were not a part of this Agreement.
- 10.7 Save in the case of a fraudulent misrepresentation, this Agreement and any documents referred to herein constitute the entire agreement between the parties in relation to the Services and supersede and replace any previous agreement or understanding between the parties in relation to such Services.
- 10.8 This Agreement shall be governed by the laws of England. Each party agrees that any and all legal proceedings concerning this Agreement must be brought or filed in England and each party irrevocably submits to the non-exclusive jurisdiction of the English Courts and waives any objection to proceedings on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.